



ALLIANCE BANK

ALLIANCE BANK MALAYSIA BERHAD
Alliance Bank
BizSmart®Solution Portal

Terms and Conditions

Alliance Bank BizSmart@Solution portal (“BizSmart@Solution”) is a B2B community platform facilitated by Alliance Bank Malaysia Berhad (“ABMB”) to assist SMEs with their business and personal needs. BizSmart@Solution also provides the opportunity for Small Medium Enterprises (SME) businesses to market themselves and have access to a larger customer base.

1. BizSmart@Solution shall commence from 23 March 2020 and will continue until such time ABMB notifies of its discontinuance with prior notice via ABMB official website or through other reasonable means of communication.

By using BizSmart@Solution, you agree to be bound by the terms and conditions contained herein.

For SME Business Owners (“Business”)

2. It is open to all existing Small Medium Enterprises (SME) business customers that are registered in Malaysia.
3. This terms and conditions shall be supplemental to the existing terms and conditions governing the Eligible ABMB Customers’ product and banking accounts maintained with ABMB (“the Existing Terms”)
4. BizSmart@Solution would feature Business-to-Business (B2B) related businesses (defined as business conducted between companies, rather than an individual.) Business-to-Consumer (B2C) related businesses (defined as products and services directly offered by a business to an individual/end user) would be directed to #SupportLokal Online Bazaar and will be bound by the terms and conditions contain therein.
5. By participating in this Initiative, Business hereby are agreeable to open a Business Current Account (BCA) with the Bank and give their consent and authorise ABMB to disclose their particulars to any merchant or third party e-commerce platform engaged by ABMB for this purpose.
6. Business hereby give their consent and authorise ABMB to use, publish and/or display the names, visual, content and/or other information for current and future advertising and/or promotion pertaining to BizSmart@Solution purposes without any form of compensation, be it monetary or non-monetary.
7. Business are responsible to update ABMB when the promotion or product or service has lapsed or no longer valid for the purpose of updating the Business content on BizSmart@Solution; with time to take down the information and/or Business Profile from BizSmart@Solution. Business also undertake to ensure that the content put up on BizSmart@Solution is current and up to date.

For Individuals

8. Individuals can view the list of products, services and exclusive offers that the Business are promoting on BizSmart@Solution website. Individuals who wish to make any order can submit their interest in the respective Business e-form in BizSmart@Solution , or contact the Business directly from the details on the Business site. The Bank will provide Business with an email notification which contains the details of individuals whom are interested in Business Products and Services. Once Business are in contact with the individual, Business shall be fully responsible for all representations and performance of your Products and Services and related areas.

9. ABMB has no control upon clicking the link that brings the Individual to a third party website. The use of the third party website will be entirely at the Individual's own risk, and subject to the terms and conditions of the third party website, including but not limited to those relating to confidentiality, data privacy and security. ABMB gives no warranty as to the entirely, accuracy or security of the linked third party website or any of its content. ABMB shall not be responsible or liable in connection with the content of or the consequences of you accessing the third party website.
10. The promotion displays at BizSmart@Solution will channel the customers to Business Partner's/Vendor's website of which after clicking the link customer will take note that the Bank will NOT be liable to security, information and etc.
11. The data collected is linked to Bank's Vendor/Business partners, therefore Customer to provide consent that this data will be processed for this event/session and etc.
12. ABMB's role in BizSmart@ Solutions portal is solely to provide awareness for Individuals to view Business' promotion and is purely facilitative in nature. ABMB is also not a party to any agreement or transaction between the Business and the users #Supportlokal and BizSmart@ Solution portal
13. ABMB gives no warranties or representations to the Business' product and services and shall not be liable for any loss or damage suffered by the Individual as a result of subscribing or using Business' product and services. Individuals are to contact the Business directly if there are further enquiries, feedback or complaints.

General Terms and Conditions

14. ABMB shall not be held responsible for any misrepresentation in regards to the quality and reliability of Business Products and Services for the customers. The Bank disclaims any and all liability, including any express or implied warranties, whether oral or written for your Products and Services inclusive of your related services. The Bank shall not be responsible nor accept any liabilities whatsoever from any third parties howsoever arising from the delivery of Business Products and Services.
15. Both Business and ABMB will initiate and launch joint marketing efforts not limited to webinars, campaigns, tactical promotions, events and others to establish mutual benefits.
16. For ABMB to feature Business and its solutions in BizSmart@ Solution, it is subjected to Business agreeing to open a business current account (BCA) with the Bank and maintain a minimum or sufficient average monthly balances in the BCA or having any business / banking relationship with the Bank. ABMB also offers comprehensive benefits to both business owners and employees under the Alliance@Work programme to provide a more holistic banking solution to add value to you at no additional cost.
17. ABMB reserves the right to add, delete, vary and/or amend the terms and conditions herein from time to time when the number of referrals from ABMB to you via this platform reach a certain volume (to be advised or upon notice by ABMB), as it would require additional administration and system enhancements by ABMB.
18. ABMB has instituted and maintained policies and procedures designed to prevent bribery and corruption by ABMB and its directors, officers, or employees; and to the best of the ABMB's knowledge, neither the ABMB nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. ABMB has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value,

or any solicitation, directly or indirectly to any individual. Business acknowledges that it has been made aware of the ABMB's anti-bribery and corruption policy (a summary of the policy is available on ABMB website) and further covenants/undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of ABMB.

19. In the event of any disputes on the arrangement above, ABMB's decision shall be final and binding on both parties.
20. ABMB reserves the right to remove and reject any Business from BizSmart@Solution at any time. For the avoidance of doubt, the amendment, shortening, cancellation, suspension or termination of BizSmart@Solution shall not entitle any Business to make any claim against ABMB for any losses or damages suffered or incurred.
21. ABMB does not represent and is not an agent of the Business' products and services and shall not be liable to any losses, costs or damages of any kind resulting from the Individuals coming from the website as it is a direct transaction between the the Individuals and Business that does not involve ABMB.
22. By participating, both Individuals and Business are to have read, understood and accepted and agreed to be bound by this Campaign terms and conditions including any amendments or variations thereof.
23. ABMB shall not be responsible nor shall accept any liabilities arising or suffered by Business and Individual resulting directly or indirectly from the arrangement between Business and Individual. All commercial transactions are taken place outside ABMB's jurisdiction via an external site, and ABMB gives no warranty to its security, accuracy, reliability and content.
24. ABMB reserves the right to withdraw/cancel, terminate, suspend or extend and to add, delete, suspend or vary this terms and conditions, wholly or in part with prior notice by way of posting on ABMB's website. Business and Individual are responsible to regularly view this terms and conditions on our website for any changes, addition, deletion, suspension or variation to this terms and conditions.

I hereby confirm that I have read and understood the terms and conditions pertaining to the BizSmart@Solution Initiative. I unconditionally accept to be bound by the terms and conditions herein including any amendments or variations thereto and to any decision of ABMB in connection with any matter relating to the BizSmart@Solution which decision shall be final and binding on me/us.